

FILED

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

2015 JUN -8 AM 11: 19

SUPERIOR COURT DIVISION

COUNTY OF WAKE

File No. 14CVS5928

WAKE COUNTY, C.S.C.

STATE OF NORTH CAROLINA, *ex rel.*
ROY COOPER, Attorney General,

Plaintiff,

v.

**JUDGMENT BY DEFAULT
(Rule 55(b))**

FUQUAY COMPUTERS PROTECH
COMPUTERS, LLC d/b/a RALEIGH GEEKS;
TIMOTHY J. STAIE, JR. as manager of
RALEIGH GEEKS and d/b/a CAVEMAN
COMPUTERS; MARK EDWARD WHITE as
manager and member of RALEIGH GEEKS;
GARRETT J. FOSTER as manager and
member of FOSTERS COMPUTERS, LLC
d/b/a FUQUAY COMPUTER CENTER and
PROTECH COMPUTERS; STEVEN A. LEO
as owner and president of S&L TECH
SYSTEMS,

Defendants.

PURSUANT TO RULE 55 OF THE NORTH CAROLINA RULES OF CIVIL PROCEDURE, the undersigned Judge presiding over the June 8, 2015, civil session of Wake County Superior Court grants Plaintiff State of North Carolina's, *ex rel.* Roy Cooper, Attorney General, Motion for Judgment by Default against defendants Timothy J. Staie, Jr. and Mark Edward White, as well as against their related corporate entities Fuquay Computer Protech Computers, LLC d/b/a Raleigh Geeks, and Caveman Computers (collectively "Default Defendants"). From the record herein, the Court finds as follows:

1. The Court has jurisdiction over the parties and subject matter.
2. On May 6, 2014, the State filed its Complaint in this action alleging that

defendants were operating a business in violation of the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*

3. On May 9, 2014, pursuant to N.C. Gen. Stat. § 75-14 and N.C. Rule of Civil Procedure 65, Special Superior Court Judge John R. Jolly, Jr. granted the State's Motion for a Temporary Restraining Order against the defendants named at that time enjoining them from, *inter alia*, offering or providing computer repair services.

4. On May 19, 2014, pursuant to N.C. Gen. Stat. § 75-14 and N.C. Rule of Civil Procedure 65, Superior Court Judge G. Bryan Collins granted the State's Motion for a Preliminary Injunction Order against defendants Staie and Foster, and their related corporate entities, enjoining them from, *inter alia*, offering or providing computer repair services. On that date, Judge Collins also extended the Temporary Restraining Order against defendant Leo pending service of the Summons and Complaint.

5. On June 5, 2014, the State filed its Amended Complaint adding defendant White as a named defendant.

6. On June 13, 2014, pursuant to N.C. Gen. Stat. § 75-14 and N.C. Rule of Civil Procedure 65, Superior Court Judge Carl R. Fox granted the State's Motion for a Temporary Restraining Order against defendant White enjoining defendant from, *inter alia*, offering or providing computer repair services.

7. On June 26, 2014, the State recovered over 130 pieces of consumer electronics entrusted to defendants from business locations they abandoned. Since then, the State has been in the process of returning this property to its owners.

8. The Court extended the Temporary Restraining Order against defendants Leo and White eight separate times while the State attempted to serve them with the Amended

Complaint. On July 28, 2014, the State completed service on defendants Leo and White by publication, pursuant to N.C. Rule of Civil Procedure 4(j).

9. On August 4, 2014, pursuant to N.C. Gen. Stat. § 75-14 and N.C. Rule of Civil Procedure 65, the Court granted the State's Motion for a Preliminary Injunction Order against defendants White and Leo, and their related corporate entities, enjoining them from, *inter alia*, offering or providing computer repair services.

10. On September 5, 2014, pursuant to N.C. Gen. Stat. § 75-14 and N.C. Rule of Civil Procedure 55(a), the Wake County Clerk of Court granted the State's Motion for Entry of Default against defendants White and Staie ("Default Defendants").

11. Default Defendants have failed to file an answer to the Amended Complaint filed on June 5, 2014, and, thus, all of the allegations made by the State in the Amended Complaint are deemed admitted.

12. From the record in this case, the State has made a sufficient showing that Default Defendants knowingly violated the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*

13. Default Defendants have failed to plead or to appear in this action, and are subject to a Judgment by Default as provided by N.C. Rule of Civil Procedure 55(b).

14. On May 4, 2015, the State filed a Motion for Judgment by Default with this Court, pursuant to Rule 55(b)(2) of the N.C. Rules of Civil Procedure.

15. Default Defendants are not infants, or incompetent persons, or otherwise under a disability.

16. Default Defendants are liable to the State for the relief requested by reason of the facts shown in the Amended Complaint filed in this action.

BASED ON THE FOREGOING AND THE RECORD HEREIN, this Court concludes that good and sufficient cause exists for entry of this Judgment by Default, pursuant to N.C. Gen. Stat. § 75-1, *et seq.* and N.C. Rule of Civil Procedure 55(b).

IT IS THEREFORE ORDERED that the Default Defendants and/or their related businesses, their agents, employees, and corporate successors or assigns, and any persons acting in concert with them are hereby permanently enjoined from:

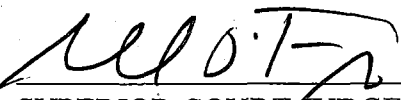
- (a) Advertising, offering, or entering into contracts to provide computer repair services in North Carolina;
- (b) Soliciting or accepting deposits or payments from consumers for any computer repair service;
- (c) Collecting any further payment, directly or indirectly, from consumers for any computer repair service;
- (d) Destroying, transferring, concealing, altering, or removing from their possession or control any financial records, customer contracts, emails, or other correspondence, business records, and other relevant documents related to the aforementioned businesses; or
- (e) Transferring, withdrawing, concealing, or encumbering any assets of Defendants and/or their businesses, their agents, employees, and corporate successors or assigns, and any persons acting in concert with them, pending further order of the Court.

IT IS FURTHER ORDERED that Plaintiff State of North Carolina, pursuant to N.C. Gen. Stat. § 75-15.1, *et seq.*, shall have and recover from Default Defendants the following:

- (a) Consumer restitution in the amount of \$ 10,425⁵³ (See Attachment A);
- (b) Restoration of all consumer property held by Default Defendants and/or their businesses; and
- (c) Cancellation of all consumer contracts executed by Default Defendants, their agents, employees, and corporate successors or assigns, and any person acting in concert with them.

IT IS FURTHER ORDERED that Plaintiff State of North Carolina, pursuant to N.C. Gen. Stat. § 75-8 and § 75-15.2, shall have and recover from Default Defendants a civil penalty of 5 thousand dollars (\$5000) for each separate violation of the Unfair and Deceptive Trade Practices Act in the amount of \$ 445,000 (See Attachment B).

SO ORDERED, this the 8 day of June 2015.



SUPERIOR COURT JUDGE
MICHAEL D'FOCHLVONA

Attachment A – Restitution

Complainant Last Name	Complaint Number	Restitution Amount
Aben	1303958	\$ -
Alston	1411739	\$ 1,990.88
Arellano	1410071	\$ 390.00
Bain	1407795	\$ -
Barnes	1407914	\$ 370.00
Boyce	1312394	\$ 258.94
Brailsford-Cato	1311775	\$ 92.14
Bridges	1408806	\$ 100.84
Byrd	1406756	\$ -
Caldwell	1407794	\$ 130.00
Carter	1406964	\$ -
Casey	1406970	\$ 258.94
Chambers	1415082	\$ 32.01
Coats	1406969	\$ -
Cogar	1403782	\$ 43.06
Cox	1312104	\$ 220.00
Crutchfield	1407156	\$ 100.00
Daniels	1401450	\$ 100.00
Dwyer	1501756	\$ 480.38
Earl	1407406	\$ 100.00
Escalona	1413263	\$ -
Evans	1406752	\$ 138.76
Fischer	1407681	\$ 100.00
Francis	1406768	\$ -
Gilbert	1410829	\$ 150.00
Griffis	1406753	\$ -
Handon	1406762	\$ 50.00
Harden	1406763	\$ 260.00
Hill	1407678	\$ 150.00
Johnson	1407400	\$ 205.00
Ketrick	1409355	\$ 475.00
Krause	1406758	\$ -
LaClair	1406968	\$ -
Lang-Curtis	1408277	\$ 129.00
Linyear	1314154	\$ 50.00
McCracken	1406963	\$ -

McGahey	1408998	\$	99.00
Mcnamara	1406766	\$	261.00
Milner	1406971	\$	-
Minter	1407823	\$	189.00
Moerba	1409342	\$	288.00
Monteleone	1403388	\$	240.00
Moore	1406759	\$	-
Nerone	1306005	\$	960.74
Neumann	1404965	\$	-
Null	1215147	\$	-
O'Laughlin	1407399	\$	53.36
Patton	1407404	\$	176.13
Peterkin	1406764	\$	100.00
Peterson	1407824	\$	-
Pierce	1312923	\$	110.00
Placzkowski	1307553	\$	106.75
Price	1407154	\$	100.00
Richardson	1407677	\$	53.36
Russell	1408330	\$	-
Sayed	1314959	\$	-
Schroder	1407679	\$	-
Siddiqi	1406757	\$	-
Smith	1406966	\$	-
Stanley	1407405	\$	270.00
Strickland	1406765	\$	179.00
Tew	1407157	\$	-
Thompson	1409789	\$	90.00
Tierney	1413442	\$	-
Trocino	1407793	\$	-
Watkins	1305241	\$	259.00
Weldon	1307513	\$	214.00
Williams	1406965	\$	85.00
Williamson	1407682	\$	216.24
Total Restitution		\$	10,425.53

Attachment B – Civil Penalties

Victim Last Name	Complaint Number	Misleading Amount of Time	Fail to Keep Informed of Status	Fail to Issue Promised Refunds	Returning Different Computers	Providing False Information About Raleigh Geeks	Failing to Respond to Consumer Complaint
Aben	1303958	-	-	-	1	-	-
Alston	1411739	-	-	-	1	-	-
Arellano	1410071	1	-	-	-	-	-
Bain	1407795	1	-	-	-	-	-
Barnes	1407914	1	1	-	-	-	-
Boyce	1312394	1	1	-	-	1	-
Brailsford-Cato	1311775	1	1	-	-	-	-
Bridges	1408806	1	-	-	-	-	-
Byrd	1406756	-	-	-	-	-	1
Caldwell	1407794	1	1	-	-	-	-
Carter	1406964	1	-	-	-	-	-
Casey	1406970	1	-	-	-	-	-
Chambers	1415082	-	-	-	-	-	-
Coats	1406969	1	-	-	-	-	-
Cogar	1403782	1	-	-	1	-	-
Cox	1312104	1	1	1	1	-	1
Crutchfield	1407156	-	-	-	-	-	-
Daniels	1401450	1	1	-	-	1	-
Dwyer	1501756	-	-	-	-	-	-
Earl	1407406	-	-	-	-	-	-
Escalona	1413263	-	-	-	-	-	-
Evans	1406752	1	1	-	-	-	1
Fischer	1407681	-	-	-	-	-	-
Francis	1406768	1	1	-	-	-	-
Gilbert	1410829	-	-	-	-	-	1
Griffis	1406753	-	1	-	-	-	-
Handon	1406762	-	-	-	-	-	-
Harden	1406763	1	1	-	-	-	-
Hill	1407678	1	-	-	-	-	-
Johnson	1407400	1	1	-	-	-	-
Ketrick	1409355	1	1	-	-	-	-
Krause	1406758	1	-	-	-	-	-
LaClair	1406968	1	1	-	-	-	-
Lang-Curtis	1408277	-	1	-	-	-	-

Linyear	1314154	1	-	-	-	-	-
McCracken	1406963	1	-	-	-	-	-
McGahey	1408998	-	1	-	-	-	-
Mcnamara	1406766	-	1	-	-	1	-
Milner	1406971	-	1	-	-	-	-
Minter	1407823	1	1	-	-	-	-
Moerba	1409342	1	-	-	-	-	-
Monteleone	1403388	1	1	-	1	-	-
Moore	1406759	1	-	-	-	-	-
Nerone	1306005	1	1	-	-	-	-
Neumann	1404965	1	-	-	-	-	1
Null	1215147	1	1	-	-	1	-
O'Laughlin	1407399	1	1	-	-	-	-
Patton	1407404	1	-	-	-	-	-
Peterkin	1406764	-	-	-	-	-	-
Peterson	1407824	-	-	-	-	-	-
Pierce	1312923	-	-	-	1	-	-
Placzowski	1307553	1	-	-	-	1	-
Price	1407154	-	-	-	-	1	-
Richardson	1407677	1	-	-	-	-	-
Russell	1408330	-	-	-	1	-	-
Sayed	1314959	1	-	-	1	-	-
Schroder	1407679	-	-	-	-	-	-
Siddiqi	1406757	1	-	-	-	-	-
Smith	1406966	1	-	-	-	-	-
Stanley	1407405	-	-	-	-	-	-
Strickland	1406765	1	-	-	-	-	-
Tew	1407157	1	-	-	-	-	-
Thompson	1409789	-	-	-	-	-	-
Tierney	1413442	1	1	-	1	-	1
Trocino	1407793	1	-	-	-	-	-
Watkins	1305241	1	-	-	-	-	-
Weldon	1307513	-	-	-	-	-	-
Williams	1406965	1	-	-	-	-	-
Williamson	1407682	1	-	-	-	-	-
Total Instances		44	23	1	9	6	6
Civil Penalty Per Type		\$220,000	\$115,000	\$5,000	\$45,000	\$30,000	\$30,000
Total Civil Penalty							\$445,000

FILED

STATE OF NORTH CAROLINA

COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE

2016 JUL 20 SUPERIOR COURT DIVISION

File No. 14CVS5928

WAKE CO., C.S.C.

STATE OF NORTH CAROLINA, *ex rel.*
ROY COOPER, Attorney General,

BY 

Plaintiff,

v.

FUQUAY COMPUTERS PROTECH
COMPUTERS, LLC d/b/a RALEIGH GEEKS;
TIMOTHY J. STAIE, JR. as manager of
RALEIGH GEEKS and d/b/a CAVEMAN
COMPUTERS; MARK EDWARD WHITE as
manager and member of RALEIGH GEEKS;
GARRETT J. FOSTER as manager and
member of FOSTERS COMPUTERS, LLC
d/b/a FUQUAY COMPUTER CENTER and
PROTECH COMPUTERS; STEVEN A. LEO
as owner and president of S&L TECH
SYSTEMS,

Defendants.

CONSENT ORDER
ON CONTEMPT



THIS MATTER coming to be heard before the undersigned Judge presiding over the July 25, 2016, civil session of Wake County Superior Court pursuant to the Court's Order to Show Cause in the above-captioned cause; and Assistant Attorney General Matt Liles appearing on behalf of plaintiff State of North Carolina; and defendant Mark Edward White ("Defendant White") appearing through counsel J.D. Hensarling, *esq.*; and the State and Defendant White having represented to the Court that the terms and conditions of the Consent Order on the State's Motion for Contempt ("Consent Order") set forth below represent a negotiated compromise; and the Court finding and concluding, based upon its examination of the record in this cause, the representations of the State and Defendant White, and the State and Defendant White's assent hereto, as shown by their signatures below, that entry of this Consent Order is in the public

interest and represents an appropriate resolution to this litigation with respect to Defendant White; and the Court finding further that:

I. HISTORY OF THE CASE

1. The State, by and through its duly-elected Attorney General, brought this action on May 6, 2014, alleging, *inter alia*, that defendants, violated the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*, by misleading consumers about their computer repair business commonly known as "Raleigh Geeks." The State amended the complaint on June 5, 2014, adding Defendant White as a defendant.

2. This Court entered a Temporary Restraining Order (TRO) against defendants on May 9, 2014, which prohibited defendants from, *inter alia*, operating a computer repair business or concealing assets. On August 4, 2014, the Court entered a Preliminary Injunction against the Defendant White.

3. On September 5, 2014, an Entry of Default was entered by the Assistant Clerk of Court against defendants in this case after they failed to answer.

4. On May 4, 2015, the State moved this Court to enter a Default Judgment against defendants White and Staie in the form of permanent injunctive relief, consumer restitution, restoration of all consumer property, cancellation of all consumer contracts, and the assessment of civil penalties.

5. On June 8, 2015, this Court entered the Judgment by Default.

6. On May 19, 2016, the State moved this Court for an order to show cause as to why defendant White and Staie should not be held in civil contempt for continued violations of the Judgment by Default. On May 20, 2016, the Court issued its Order to Show Cause.

7. On June 10, 2016, Defendant White appeared through counsel for the first time in

this case. Since that time, this Court has twice continued Defendant White's show cause hearing while the parties engaged in discussions to resolve Defendant White's involvement in this matter.

8. On June 24, 2016, the State took Defendant White's deposition.

Wes 9. On July 18, 2016, the State and Defendant White notified the Court that they had reached the compromise resolution to this matter memorialized herein.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

After reviewing the facts in this case, the Court independently makes the foregoing findings of fact and conclusions of law.

10. This Court hereby concludes that it has both personal jurisdiction over Defendant White, as well as subject matter jurisdiction in this cause, and that resolving this cause with respect to Defendant White through the terms and conditions set forth below would be just and appropriate.

11. This Court has determined that this Consent Order is the result of voluntary negotiations between the parties.

12. The Court has concluded that the State's agreement to the terms herein is expressly predicated on, and in consideration for, the monetary and injunctive terms agreed to by Defendant White herein.

III. AGREED PERMANENT INJUNCTION

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant White and pursuant to N.C. Gen. Stat. § 75-14, that Defendant White is hereby permanently enjoined from the following activities:

13. Operating, owning, managing, or otherwise working in a commercial enterprise

engaged in the business of electronics repair or computer repair;

14. Operating, conducting business as, or in any way profiting from any entity related to Raleigh Geeks;

15. Conspiring, or acting in concert with, any other named defendant in this case;

16. In any way assisting the other named defendants, or their agents, in concealing, transferring, destroying, or removing any assets, consumer property, or other property that the State may be entitled to recover as a result of this action.

IV. MONETARY PAYMENT

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant White, that:

17. Defendant White shall pay the State a total of twenty thousand dollars (\$20,000.00). Payment shall be made by means of a check made payable to "The North Carolina Department of Justice" by installments in accordance with the following schedule:

- a. an initial installment of \$10,425.53 paid immediately upon entry of this Consent Order;
- b. a second installment of \$3,000.00 paid to the State no later than thirty (30) days after the entry of this Consent Order;
- c. a third installment \$3,000.00 paid to the State no later than sixty (60) days after the entry of this Consent Order; and
- d. a final installment of \$3,574.47 paid to the State no later than ninety (90) days after the entry of this Consent Order.

18. The above payments made by Defendant White shall be used by the State for consumer restitution, other consumer protection purposes, civil penalties, attorneys' fees, and

defraying other costs of investigation or litigation, or for other uses permitted by state law, in the discretion of the Attorney General.

19. Failure to tender an installment payment as provided in this section, by the dates proscribed, shall constitute a material violation of this Consent Order, allowing the State to proceed as outlined in Paragraph 27.

**V. COMPLIANCE WITH CONSENT ORDER CONSTITUTES SATISFACTION OF
AND COMPLIANCE WITH DEFAULT JUDGMENT**

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant White, that:

20. Defendant White's compliance with this Consent Order constitutes full satisfaction of his obligations under the Judgment by Default.

21. So long as Defendant White is in compliance with this Consent Order, he is not in contempt of his obligations under the Judgment by Default. The State shall not pursue contempt against Defendant White further in this matter unless and until it has moved to dissolve this Consent Order pursuant to Paragraph 27.

22. So long as Defendant White remains in compliance with all provisions of this Consent Order, and subject to the State's ability to proceed as described in Paragraph 27 below, the Attorney General will not seek the payment of any additional monies from Defendant White related to this matter.

VI. CONTINUED COOPERATION AND ENFORCEMENT

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant White, that:

23. Defendant White shall cooperate in good faith with the terms of this Consent Order and all other orders in this matter;

24. The State's agreement to this Consent Order is expressly predicated on Defendant White's truthful, accurate, and complete cooperation and assistance.

25. This Court retains jurisdiction in this cause in order to ensure Defendant White's compliance with the foregoing provisions and to entertain any appropriate motions for the enforcement or modification thereof;

26. The State retains the right to move to compel compliance with, or punish violations of, this Consent Order;

27. Upon discovering Defendant White materially misled the State (including the omission of a material fact) or that Defendant White has materially failed to comply with the terms of this Consent Order, the State may move this Court to dissolve this Consent Order and seek full enforcement of the Judgment by Default against Defendant White as allowed by law, including, but not limited to, the collection of any remaining monies owed under the Judgment by Default and the assessment of additional civil penalties for violating a court order pursuant to N.C. Gen. Stat. § 75-15.2.

28. Nothing in this Consent Order shall be construed to prohibit the State from investigating future complaints received against Defendant White and taking all appropriate action thereupon;

29. This Consent Order in no way precludes the State from bringing other claims for relief against Defendant White or any of the other named defendants;

30. Defendant White shall cooperate in good faith with the State in responding to requests for information by the State, including any request by the State for administrative, operational, and financial information;

31. In the event he opens or operates another business in North Carolina, Defendant

White shall cooperate in good faith to resolve any outstanding and/or future customer complaints filed with the Attorney General's Consumer Protection Division;

32. The undersigned represent and warrant that they are authorized to enter into this Consent Order on behalf of the parties, and do so freely and without coercion.


This the 19 day July, 2016.



SUPERIOR COURT JUDGE

WE CONSENT:

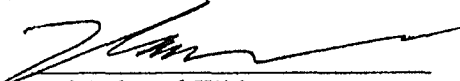
**FOR THE STATE OF NORTH CAROLINA,
ex rel. ATTORNEY GENERAL ROY COOPER**

By: 

Matt Liles
Assistant Attorney General

Date: 7/18/2016

FOR MARK EDWARD WHITE

By: 

Mark Edward White

Date: 7/18/16

STATE OF NORTH CAROLINA
COUNTY OF WAKE

FILED

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
2015 JUN -8 AM 11:10 File No. 14CVS5928

WAKE COUNTY, C.S.C.
STATE OF NORTH CAROLINA, *ex rel.*
ROY COOPER, Attorney General, BY _____

Plaintiff,

v.

**JUDGMENT BY CONSENT AND
PERMANENT INJUNCTION**

FUQUAY COMPUTERS PROTECH
COMPUTERS, LLC d/b/a RALEIGH GEEKS;
TIMOTHY J. STAIE, JR. as manager of
RALEIGH GEEKS and d/b/a CAVEMAN
COMPUTERS; MARK EDWARD WHITE as
manager and member of RALEIGH GEEKS;
GARRETT J. FOSTER as manager and
member of FOSTERS COMPUTERS, LLC
d/b/a FUQUAY COMPUTER CENTER and
PROTECH COMPUTERS; STEVEN A. LEO
as owner and president of S&L TECH
SYSTEMS,

Defendants.

8+11
THIS MATTER coming to be heard before the undersigned Judge presiding over the June 8, 2015, civil session of Wake County Superior Court pursuant to a joint application for the entry of a Judgment by Consent and Permanent Injunction in the above-captioned cause; and Assistant Attorney General Matt Liles appearing on behalf of plaintiff State of North Carolina; and defendant Garrett J. Foster ("Defendant Foster") appearing *pro se*; and the State and Defendant Foster having represented to the Court that the terms and conditions of the Judgment by Consent and Permanent Injunction ("Consent Judgment") set forth below represent a negotiated compromise; and the Court finding and concluding, based upon its examination of the record in this cause, the representations of the State and Defendant Foster, and the State and Defendant

Foster's assent hereto, as shown by their signatures below, that entry of this Consent Judgment is in the public interest and represents an appropriate resolution to this litigation with respect to Defendant Foster; and the Court finding further that:

I. BRIEF HISTORY OF THE CASE

1. The State, by and through its duly-elected Attorney General, brought this action on May 6, 2014, alleging, *inter alia*, that defendants, including Defendant Foster, violated the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*, by misleading consumers about their computer repair business commonly known as "Raleigh Geeks."

2. This Court entered a Temporary Restraining Order (TRO) against defendants on May 9, 2014, which prohibited defendants from, *inter alia*, operating a computer repair business or concealing assets. On May 19, 2014, the Court entered a Preliminary Injunction against the defendants who had been served, including Defendant Foster.

3. On or around May 15, 2014, Defendant Foster approached the State maintaining his innocence and offering to cooperate with the State's investigation. Since that time, Defendant Foster has cooperated with the State's investigation by, for example, providing information to the State and providing deposition testimony in this matter.

4. On September 5, 2014, an Entry of Default was entered by the Assistant Clerk of Court against the other defendants in this case after they failed to answer.

5. On January 23, 2015, the State took Defendant Foster's deposition. Based on Defendant Foster's sworn testimony at his deposition, it appears he did not have managerial or ownership control over Raleigh Geeks during the time period that the violations occurred.

6. On May 4, 2015, the State moved this Court to enter a Default Judgment against defendants White and Staie in the form of permanent injunctive relief, consumer restitution,

restoration of all consumer property, cancellation of all consumer contracts, and the assessment of civil penalties. On that same date, the State also voluntarily dismissed its case against Defendant Leo without prejudice.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

After reviewing the facts in this case, the Court independently makes the foregoing findings of fact and conclusions of law.

7. This Court hereby concludes that it has both personal jurisdiction over Defendant Foster, as well as subject matter jurisdiction in this cause, and that resolving this cause with respect to Defendant Foster through the terms and conditions set forth below would be just and appropriate.

8. This Court hereby also concludes that the allegations against Raleigh Geeks, as made in the State's Amended Complaint, if true, would constitute numerous violations of the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.* Those unfair and deceptive practices include, but are not limited to:

- a. misleading consumers about the amount of time it will take to repair their machines;
- b. failing to keep consumers informed about the status of their property;
- c. failing to issue promised refunds to consumers;
- d. misleading consumers by returning different computers;
- e. providing consumers with false or misleading information about Raleigh Geeks's business and employees; and
- f. failing to respond to complaints from consumers.

9. Based upon representations by Defendant Foster, the Court finds, that Defendant

Foster did not have managerial or ownership control over Raleigh Geeks during the time period that the violations occurred.

III. AGREED PERMANENT INJUNCTION

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant Foster and pursuant to N.C. Gen. Stat. § 75-14, that Defendant Foster and his named corporate entities, Foster Computers, LLC d/b/a Fuquay Computer Center and Protech Computers are hereby permanently enjoined from the following activities:

10. Operating, conducting business as, or in any way profiting from any entity related to Raleigh Geeks;
11. Conspiring, or acting in concert with, any other named defendant in this case;
12. Destroying, transferring, concealing, altering, or removing from his possession or control any financial records, consumer contracts, emails, or other correspondence, business records, and other documents of defendants related to this case;
13. In any way assisting the other named defendants, or their agents, in concealing, transferring, destroying, or removing any assets, consumer property, or other property that the State may be entitled to recover as a result of this action.

IV. AGREED CANCELLATION OF CONTRACTS AND RESTITUTION

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant Foster and pursuant to N.C. Gen. Stat. § 75-15.1, all contracts executed by Defendant Foster and his named corporate entities, their agents, employees, and corporate successors or assigns, and any persons acting in concert with them of or relating to the Raleigh Geeks enterprise, in violation of N.C. Gen. Stat. § 75-1.1 are hereby cancelled and declared null and void.

V. WAIVER OF MONETARY PENALTIES

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant Foster, that:

14. So long as Defendant Foster remains in compliance with all provisions of this Consent Judgment, and subject to the State's ability to proceed as described in Paragraph 19 below, the Attorney General will not seek the payment of any civil penalties or restitution from Defendant Foster related to this matter.

VI. CONTINUED COOPERATION AND ENFORCEMENT

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant Foster, that:

15. Defendant Foster shall cooperate in good faith with the terms of this Consent Judgment;

16. The State's agreement to this Consent Judgment is expressly predicated on Defendant Foster's truthful, accurate, and complete cooperation and assistance.

17. This Court retains jurisdiction in this cause in order to ensure Defendant Foster's compliance with the foregoing provisions and to entertain any appropriate motions for the enforcement or modification thereof;

18. The State retains the right to move to compel compliance with, or punish violations of, this Consent Judgment;

19. Upon discovering Defendant Foster in any way misled the State (including the omission of a material fact) or that Defendant Foster has materially failed to comply with the terms of this Consent Judgment, the State may move this Court to dissolve Section V and Paragraph 9 of this Judgment and seek all penalties against Defendant Foster as allowed by law, including, but not

limited to, the collection of civil penalties or restitution in this case and assessment of new civil penalties for violating a court order pursuant to N.C. Gen. Stat. § 75-15.2.

20. Nothing in this Consent Judgment shall be construed to prohibit the State from investigating future complaints received against Defendant Foster and taking all appropriate action thereupon;

21. This Consent Judgment in no way precludes the State from bringing other claims for relief against Defendant Foster or any of the other named defendants;

22. Defendant Foster shall cooperate in good faith with the State in responding to requests for information by the State, including any request by the State for administrative, operational, and financial information;

23. Defendant Foster shall, for a period not to exceed the lesser of ten (10) years or the complete fulfillment of all final judgments in this cause, affirmatively contact the undersigned Assistant Attorney General, or the Attorney General's otherwise-appointed designee, with any information about the whereabouts of the other defendants, any of their assets, or any Raleigh Geeks consumers' missing property.

24. Nothing in this Consent Judgment shall be construed to prohibit Defendant Foster from opening or lawfully-operating any future business in North Carolina, except that for a period not to exceed five (5) years, Defendant Foster shall notify the undersigned Assistant Attorney General, or the Attorney General's otherwise-appointed designee, in writing at least thirty (30) days following his application to the North Carolina Secretary of State for any corporate form or his acquisition of a controlling ownership interest in any existing North Carolina business;

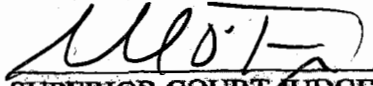
25. In the event he opens or operates another business in North Carolina, Defendant Foster shall cooperate in good faith to resolve any outstanding and/or future customer complaints

filed with the Attorney General's Consumer Protection Division;

26. The undersigned represent and warrant that Defendant Foster has been repeatedly advised of his continuing right to retain legal counsel at any time in this matter, including, but not limited to, for the purpose of reviewing the provisions of this Consent Judgment.

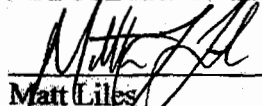
27. The undersigned represent and warrant that they are authorized to enter into this Consent Judgment on behalf of the parties, and do so freely and without coercion.

This the 8 day May, 2015.


SUPERIOR COURT JUDGE
MICHAEL D. POLK

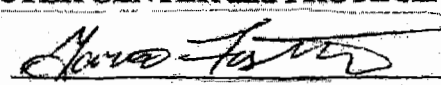
WE CONSENT:

**FOR THE STATE OF NORTH CAROLINA,
ex rel. ATTORNEY GENERAL ROY COOPER**

By: 
Matt Liles
Assistant Attorney General

Date: 5/4/2015

**FOR GARRETT J. FOSTER AND FOSTERS COMPUTERS, LLC d/b/a FUQUAY
COMPUTER CENTER and PROTECH COMPUTERS**

By: 
Garrett Foster, individually and in his capacity as manager and member of Foster Computers, LLC d/b/a Fuquay Computer Center and Protech Computers.

Date: 5/1/15